

AGREEMENT

BETWEEN

**UNITED SERVICE WORKERS UNION,
IUJAT, LOCAL 255
(the "Union")**

AND

**MV TRANSPORTATION, INC. (Leesburg, FL)
(the "Employer")**

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AGREEMENT

This Agreement is entered into on _____, by and between MV Transportation Division 97, Inc., Lake County and their successors and assigns, hereinafter referred to as the "Company", and the United Service Workers Union, IUJAT, Local 255 Vineland Road, Suite G-10 (A)- Orlando, FL 32811, hereinafter referred to as the "Union".

ARTICLE 1 – INTENT AND PURPOSE

Section 1.1 The parties hereto enter into this collective bargaining agreement for the purpose of promoting and maintaining harmonious and peaceful labor conditions and establishing methods for a fair and peaceful adjustment of disputes that may arise between the parties. A key to success in this type of environment is the continuation of an interest-based working relationship between the parties, and future success is highly dependent on the quality of the working relationship between both parties.

The parties agree that people want to work together and be more involved in decisions that affect them. They further believe that employees care about their jobs, are concerned about what customers expect and what they care about each other. Employees also want job satisfaction. They desire to take pride in themselves and in their contribution to Company's success, and they want to fully utilize their skills and abilities and that they want to share in the success of their efforts. To ensure our collective future success, we must focus on common objectives and operate in the belief that we have more in common than we do in conflict.

Both parties pledge to cooperate with each other in good faith in the enforcement of the terms of this Agreement. It is the intent of the parties to provide uninterrupted service to the clients we serve and to provide a secure and productive work environment to the employees of the Employer.

Section 1.2 While change is difficult, it is understood that in this current highly competitive, constantly changing market place in which we are engaged, we must continue to change, subject to the existing provisions of the contractual agreements. It is our mutual desire and goal to create an interest-based approach to working together, on an ongoing basis and more effectively address the mutual concerns of the parties involved. This will be done in a manner that will ensure that we make the necessary changes that will allow us to provide the highest quality and value product and service to our customers and to maintain a healthy, thriving work environment for employees and union members. As we implement this approach, we are committed to creating an atmosphere of mutual trust and respect consistent with the terms herein set forth.

ARTICLE 2 -- RECOGNITION

Section 2.1 Recognition of Union. The Company recognizes the Union as the sole and exclusive bargaining agent for the bargaining unit as defined with respect to hours, wages and working conditions for all such employees.

Section 2.2 Definition of Employees. Whenever used in this Agreement, the term "employees" shall mean all full-time and part-time Paratransit drivers and fixed route drivers employed by the Company and based in Leesburg Florida and who perform work under MV's contract to the Lake County Connection and Lake Express but excluding all other categories of employees such as supervisors, managerial, administrative, road supervisors, trainers, schedulers, dispatchers, maintenance, service workers, janitorial, security and clerical employees as defined in the National Labor Relations Act.

Section 2.3 Definition of Probationary Employee. An employee who has never accrued seniority under this Agreement or predecessor agreements between the Company and the Union, or an employee rehired after separation of seniority shall be in "probationary" status until he/she has completed ninety (90) calendar days of employment. The discipline or discharge of an employee who is in probationary status shall not be a violation of this Agreement. All employees with more than ninety (90) days of employment as of the date of this agreement will not be probationary employees and those with less than ninety (90) days will be credited days toward probation from original date of hire.

Employees while in the training period are not covered by this Agreement and the length of initial training is at the discretion of the Company.

Section 2.4 Job Classes. The classification of jobs as described in Section 2.2 of this Agreement is defined as follows:

- a. A Full Time employee is defined as an employee regularly scheduled to work at least thirty-five (35) hours in a work-week.
- b. A Part Time employee is defined as an employee regularly scheduled to work less than thirty-five (35) hours in a work-week.

When a full time seniority vacancy occurs, as determined by the Company, it shall first be offered to a part-time driver in seniority order before non-employee applicants are considered. Employees may elect to remain part-time if they so desire.

Section 2.5 Days as Used in Article 9 and 10 The term "days" as used in both Article 9 and Article 10 does not include Saturday, Sunday or Holidays.

ARTICLE 3 --UNION SECURITY

Section 3.1 Security. All present employees who are members of the Union on the execution or effective date of this Agreement, whichever is later, shall remain members of the Union at least to the extent of paying Union dues and initiation fees. All present employees who are not members of the Union, and all employees hired hereafter may become members of the Union at least to the extent of paying Union dues and initiations fees on and after the 90th day following the beginning of their employment, or on and after the 90th day following the execution or effective date of this Agreement.

Section 3.2 Notification. The Company will notify the Union after ninety (90) days of all new employees hired. The Company will notify the Union on a weekly basis of all employees leaving its employ. The Union agrees to furnish the Company with an up-to-date list of all its officers and representatives, and to immediately notify the Company of any and all changes thereto. The Company agrees to furnish the Union an up-to-date list of its local representatives and to immediately notify the Union of any and all changes thereto.

Section 3.3 Representatives. It is mutually agreed that all matters covered by this Agreement shall be transacted between the properly accredited officers, agents, or representatives of the Company and the duly elected or appointed officers of the Union.

ARTICLE 4 -- DUES CHECKOFF

Section 4.1 Check-off. Upon receipt by the Company of a check-off authorization in the form set forth in Section 4.4 of this Article, voluntarily dated and executed by an employee, the Company shall deduct, from the wages owed such employee from each of the first two payroll periods following receipt of such check-off authorization (until such check-off authorization is revoked by the employee). In accordance with the terms thereof the Union's membership dues, initiation fees and other contributions for the month in which such deduction is made. The Company shall deduct from an employee's wages only that amount of money which the Secretary/Treasurer of the Union has certified to the Company, in writing, is the amount of dues properly established by the Union in accordance with applicable law and the Union's constitution and bylaws, and required of all employees as a condition of acquiring or retaining membership in the Union.

Section 4.2 Procedure. The Union will send the Company an invoice each month, containing the names of the employees from whose pay, and in what amount, such deductions need to be made and the Company shall simultaneously therewith remit the total amount of such monthly deductions to the Union with any updates.

Section 4.3 Dues in Excess of Net Wages. If, for any payroll period in which the Company is obligated to make deductions pursuant to Section 4.1 of this Article, the wages owed an employee (after deductions mandated by any governmental body or to reimburse the Company for advances against wages) are less than the amount of money which the employee has authorized the Company to deduct pursuant to said Section 4.1 of this Article, the Company shall make no deductions from wages owed the employee for that payroll period and shall make no deductions, which would have been made from wages owed the employee for that payroll period.

Section 4.4 Check-off Authorization Form. The Company shall not deduct any monies from an employee's wages pursuant to Section 4.1 of this Article, unless the check-off authorization executed by the employee conforms exactly to the form set forth below.

CHECK-OFF AUTHORIZATION

I hereby authorize and direct my Employer to deduct from my wages and to pay over to United Service Workers Union, IUJAT, Local 255, such amounts, including Dues and Initiation Fees (as Membership Dues) in said Union, as may be established by the Union and become due to it from me during the effective period of this authorization.

This authorization may be revoked by me as of any anniversary date hereof, or termination date of the Collective Bargaining Agreement, whichever occurs sooner, by written notice signed by me. This authorization shall automatically renew itself unless written revocation is submitted."

Section 4.5 Indemnification of the Company. The Union shall defend, indemnify, and save the Company harmless against any and all claims, demands, grievances or other liability that arise out of or by reason of actions taken by the Company pursuant to this Article 4.

ARTICLE 5 -- SCOPE OF AGREEMENT

Section 5.1 Duration. This Agreement shall become effective immediately after midnight, April 13th, 2010 and shall continue in full force and effect through midnight, FOR THREE (3) YEARS. Thereafter, it shall automatically renew itself and continue in full force and effect from year to year unless written notice of election to terminate or modify any provision of this Agreement is given by one party, and received by the other by certified mail, return receipt requested, or written receipt of delivery not later than sixty (60) days prior to an expiration date. If there is a decision to modify, then the two parties will establish a meeting to occur no later than thirty (30) days prior to expiration of the current term.

Section 5.2 Re-opener: Either the Union or the Employer may request a reopening of this Agreement after October 1, 2010, for the purpose of further negotiations. Both parties must agree to pursue such negotiations. In the event of such negotiations, the terms of this Agreement will remain in effect until a new agreement, if any, is reached. If no new agreement is reached, this Agreement shall remain in effect for the full term.

Section 5.3 Separability. Should any Article, Section or portion of this Agreement be determined to be in conflict with terms, regulations or laws currently established or enacted during the term of this agreement and unenforceable by a court of competent jurisdiction, such decision will apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon issuance of the decision, the parties agree to immediately reconsider and if necessary negotiate a substitute for the invalid Article, Section or portion thereof. Neither party shall be under any obligation to renegotiate any Articles, Sections or portions of this Agreement which are not affected by such decision.

ARTICLE 6 -- UNION REPRESENTATION

Section 6.1 Union Representatives.

(a) . The Company recognizes the right of a Shop Steward and one alternate to act on behalf of Paratransit and Fix Route employees provided such Union activities shall not interfere with the normal and regular operations of the Company. The Union agrees to advise the Company in writing, of the name of the Shop Steward who has been authorized to act on behalf of the employees and to notify the Company when changes are made.

(b) Compensation of Shop Stewards While Engaged in Union Activity. The Shop Stewards and their Alternates shall not be compensated by the Company for his/her duties as a Shop Steward, however should the company need to pull the steward from service they will not suffer a loss in pay. A Steward shall be given the ability to address the students in each training class with a maximum of thirty (30) minutes per training class. A company official will be present during such presentation. This will be a mutually agreed upon time.

Section 6.2 Distribution of Union Literature.

Bulletin Boards. The Company will provide the Union with space for a bulletin board. Said bulletin board will be located in such a manner that all employees can easily see its contents. This shall be used by the Union for the posting of official notices, meetings and all other matters pertinent to the Union. The Union agrees that the bulletin board will only be used for official business and will not be used to post personal notices or any other material not pertinent to official Union business or any material derogatory of the Company or Client. Shop Stewards shall have reasonable access, during regular Company office hours, to maintain the bulletin board.

Section 6.3 Union Business Leave. The Shop Steward shall be permitted reasonable time off without pay to attend Union meetings called by the Local Union. The Company shall be given forty-eight hours prior notice by the Local Union.

Section 6.4 Union Visitation. Union officials or their representatives not employed by the Company will check-in with the appropriate company officials upon arrival at the work site. The Union representative will not in any manner interfere with the performance of work by the employees.

ARTICLE 7 -- CUSTOMER RIGHTS AND CONTINGENCIES

Section 7.1 Termination of Transportation Services Contract. If the transportation services contract between the Company and the Lake County Connection and Lake Express (referred to as Client) to provide transportation service terminates for any reason, the rights and obligations of this

Agreement shall also terminate at that time, provided that the parties to this Agreement may continue to resolve disputes pending at the time of termination up to and including arbitration. If Client awards a contract for the services now provided by the Company to another transportation

provider, the Company will notify the Union of the name, address, and representation of such other transportation provider, if known.

Section 7.2 Rights of Customers. Nothing in the Agreement is intended or shall be construed to change, limit, modify, restrict or in any way alter the duties or obligations owed by the Company to Client or the passengers nor the rights and privileges of Client under the transportation services contract referenced in Section 7.1 of this Article.

Section 7.3 Consolidation of Status Change. No provision, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, sale, transfer or assignment of either party or ownership or management of either party hereto.

Section 7.4 Employee Benefit Contingencies. The earned benefit (vacation pay, etc.) for each bargaining unit employee at the time of the change of contractors with the client will be the responsibility of MV Transportation at the time of change over. As long as the employee remains in good standing until the last day of service the earned benefits will be paid out to the employee on their final paycheck due to be issued from MV Transportation.

ARTICLE 8 -- MANAGEMENT RIGHTS

Section 8.1 Retention of Managerial Prerogatives. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in the Company, in accordance with its sole and exclusive judgment and discretion, including, but not limited to these rights:

- (a) To reprimand, suspend, discharge, or otherwise discipline employees for cause and to determine the number of employees to be employed.
- (b) To hire employees, determine their qualifications and assign and direct their work; to promote, transfer, lay off, and recall to work.
- (c) To set the standards of productivity, the services to be rendered, to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted, and to set the starting and quitting time and the number of hours and shifts to be worked.
- (d) To close down, or relocate the Company's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign, or cease any job, department, operation, or service, to control and regulate the use of vehicles, facilities, equipment, and other property of the Company or Lake County.
- (e) Technology Rights. The Company may employ new technology, including Drive Cam, in order to help ensure the safety of the driver and passengers, and compliance with all federal, state and local driving rules and regulations by both the driver and the motoring or pedestrian public. The Company and the Union agree that any recording resulting from said technology may be used as

evidence in the ongoing investigation of any incident involving an employee while operating a Company vehicle while on the clock. In the event any recording is used as evidence for purposes of disciplinary action, the Union shall be afforded an opportunity to view the evidence as soon as practicable after the action is taken. The Company shall meet with the Union before implementation of new technology on an advice and confer basis, in order to explain and clarify the use and effects of said technology.

(f) To issue, amend and revise policies, rules, regulations, and practices including standards of performance; to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Company and to direct the Company's employees; to determine the existence or nonexistence of facts which are the basis of management decision, and to carry out the lawful directives of the customers to whom the Company contracts its services.

(g) The Company may subcontract any work which it desires, and will notify the Union of such decision.

(h) Work covered by this Agreement can be performed by management employees if no bargaining unit employees are immediately available to do the work.

The Company's failure to exercise any right, prerogative, or function hereby reserved to it, or the Company's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Company's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 8.2 Client Contract. The Company and the Union acknowledge that Company has entered into a contract to provide transportation services to Lake County. The contract between the Company and Lake County Connection and Lake Express contains specific performance requirements. Nothing contained in this Agreement will be construed to prohibit Company from fulfilling all of its contractual obligations to Lake County. The Company will have the sole right to change any policies, rules and regulations governing employees without renegotiation of this

Agreement should changes in policies, rules and regulations are required in order to comply with any provision of the agreement between the Company and Lake County Connection and Lake Express. The Company will negotiate with the Union on any other new policies, rules and regulations that are mandatory subject to bargaining. Recognizing that job security is a paramount importance to the union and the bargaining unit employees, the employer agrees that all efforts will be made to assure that employees are offered continued employment with any successor employer.

ARTICLE 9 – DISCIPLINE

Section 9.1 Company Rights. The Company shall have the right to change any policies, rules and regulations governing employees without re-negotiation of this Agreement should such changes in policies, rules and regulations are required in order to comply with any governmental law or regulation or to comply with any provision of the Agreement between the Company and Client.

The Company shall further have the absolute right to carry out all directions of Client notwithstanding any provision of this Agreement to the contrary.

The Company shall have the sole exclusive right to adopt reasonable rules, regulations and policies to govern its operations and employees and, from time to time, to change or amend such rules, regulations and policies, to the extent they do not conflict with any express written provisions of this Agreement.

The Company will notify the Union in writing of all changes in policy at least ten (10) days before they are implemented.

Any change to rules and regulations shall be posted in order to uniformly advise all bargaining unit members.

Prior to implementation, the Union may request to meet with the Company to discuss the intent and purpose of any new rule or regulation.

Section 9.2 Disciplinary Procedures. The Company will offer union representation to employees if a meeting with the employee could lead to discipline.

- (a) All disciplinary processes will be performed by a General Manager, Road Supervisor, Operations Manager or Regional Manager, or their designee who shall be at a minimum at a supervisor level.
- (b) The respective General Manager, to whom the individual is requested to report, shall give a fair and impartial hearing to all employees. This shall also include corrective interviews, through the disciplinary process. Stewards will be notified in a timely manner of any suspensions or pending terminations.
- (c) A copy of bargaining member's disciplinary actions shall be given to the employee.
- (d) Nothing in this Article 9 shall prevent the Union from appealing the decision of the respective General Manager to the Regional Manager prior to a possible grievance being filed.
- (e) The charged employee shall attend all hearings, which may result in a penalty. A Union representative may also attend the hearing if so requested by the employee.
- (e) Initial discipline shall occur within seven (7) days of the incident or within seven (7) days of the completion of the company investigation.
- (f) Initial discipline shall occur within in fourteen (14) days of the incident or within fourteen (14) days of the completion of the company investigation.

Section 9.3 Discipline. Any violation of posted and/or written Company rules, policies and/or procedures may result in disciplinary action. With the exception of a violation of a serious infraction, as listed in Section 9.5, attendance policy as listed in Section 9.6, or unsafe act policy as listed in 9.7, each infraction of any rule, policy or procedure may result in the following disciplinary action taken by the Company against the employee who violates any rule, policy or procedure:

First Violation:	Verbal Counseling.
Second Violation:	Verbal Warning.
Third Violation:	First Written Warning.
Fourth Violation:	Dismissal

The definition “first”, “second”, “third” and “fourth” violation above shall mean the violation of any rule or combination of rules and shall not be construed to mean the first, second and third violation of each individual rule exclusive of violation of any other rules. If an employee does not have a disciplinary violation for a period of twelve consecutive months, then the employees will have record cleared. This policy is based on a floating twelve (12) month time period.

The Company agrees that any suspension issued will be investigated in a timely manner and the Company will attempt to return the suspended employee back to work within five (5) working days. Suspensions lasting more than five (5) days will be reviewed between the Company and the union.

Section 9.4 Work Rules. The Company shall issue an Employee Handbook outlining all rules, regulations and policies. Prior to the Implementation of any new or revised rule, regulation or policy the Company will issue an addendum to the Employee Handbook, with a copy given to each employee and the Union, at least ten (10) days prior to the implementation of said rule, regulation or addendum.

Section 9.5 Serious Infractions. The following violations of Company policies and rules are considered serious infractions and shall be just cause for immediate discharge of the employee, although the Company may impose, at its sole discretion, a lesser penalty. Alleged infractions under this section may be subject to the grievance and arbitration process.

- (a) Theft or deliberate destruction, defacing or damaging of Company or Client property or property of another employee or passenger.
- (b) Physical violence or fighting on Company premises or vehicles or any time while on duty.
- (c) Possession of firearms, weapons, or explosives, and similar devices on Company premises or vehicles or any time while on duty.
- (d) Threatening, intimidating, coercing or abusing fellow employees, passengers, customers or members of the public.
- (e) Violation of a misdemeanor or felony law while on duty. Misdemeanor traffic violations would be subject to the Unsafe Act section of this agreement; Section 9.7.
- (f) Use of language or any another activity designed to create a hostile work environment or to offend or harass any other employee, customer or passenger based on that employee’s, customers or passenger’s race, color, religion, sex, national origin, age, disability or sexual orientation.

- (g) Failure for any reason to maintain a valid driver's license and all other certificates required by Federal, State or local law or regulation to operate the vehicles, provided that in the event of a temporary loss of the required license or certification, the employee may be first entitled to an unpaid leave of absence to correct said loss of a valid driver's license or other certificate required to operate the vehicles.
- (h) Unauthorized touching, physical contact with or indecent exposure to a passenger or fellow employee.
- (i) Failure to properly secure, with a four-point tie down, boarding belt and lap and shoulder restraints, any passenger in a wheelchair or other mobility assistance device.
- (j) The pickup of any unauthorized passenger or the drop off of any Paratransit passenger, when such is required on the driver's manifest or when so instructed by the dispatcher, at any place without there being a physical handoff to a caregiver or other responsible adult at the destination or the pickup.
- (k) Reporting for work under the influence of intoxicating liquor or illegal drugs or violation of the Company's drug and alcohol policy.
- (l) Knowingly falsifying of any documents, including but not limited to employment applications, time records, or any other document.
- (m) Failure to report a hazardous situation, accident or injury immediately to the dispatcher or supervisor.
- (n) Selling any product or propositioning a sale of any product or service to a passenger while in revenue service, with the exception of the transportation services the employee has been hired for; such as bus passes, etc...
- (o) Insubordination or refusal to perform assigned work.
- (p) Conviction of, whether in Company or any other motor vehicle, a serious traffic violation, including DUI, vehicular manslaughter, reckless driving or any driving offense involving alcohol or drugs or conviction of the violation of any felony law whether on or off duty.

Section 9.6 Attendance Policy

All MV Transportation employees are required to report to work on time every day they are scheduled to work. Absenteeism and tardiness disrupt the services our clients depend upon, and put our business at risk.

The policy outlined in the employee handbook will be utilized and followed for any and all attendance violations/disciplines.

Section 9.7 Safety Meetings

The Company will hold mandatory Safety Meetings once a month.. It is the Driver's responsibility to inform Management in advance that their work hours will prevent them from attending; in which case Management will attempt to make arrangements for that Driver to attend or arrange for a make-up date.

Section 9.8 Safety Policy

Because our clients rely upon MV Transportation for qualified, well trained and safe drivers, a good safety record on the part of our drivers is essential for us to serve our clients in the safe professional manner that they expect.

It is the policy of MV Transportation that accident prevention shall be considered of primary importance in all phases of operations and administration. It is the intention of the company's top management to provide safe and healthy working conditions and to establish and insist upon safe practices at all times by all employees.

The employee handbook describes the Safety Point System and the other rules and procedures regarding safety. These are the agreed upon safety policies in effect for this agreement.

Section 9.9 Safe Vehicles. No employee shall be disciplined for refusing to drive an unsafe vehicle nor shall any employee be required to drive a bus that has not been determined by the maintenance department to be safe, nor shall any employee be required to transport a passenger in a mobility assistance device unless the proper number of securement straps or devices, as determined by the Company, are provided in the vehicle.

ARTICLE 10 -- GRIEVANCE PROCEDURE

Section 10.1 Definition of Grievance. A grievance is defined as all unresolved claims or disputes between the Company and the Union involving the interpretation and or application of the terms, policies and conditions arising out of or by virtue of this agreement. The following procedure for the settlement of grievances must be followed.

Section 10.2 Procedural steps.

- (a) Step 1. The Union may present in writing to the Operations Manager a grievance setting forth the nature, details, date of the alleged violation, Article and Section of this Agreement claimed to have been violated. The written grievance must be dated and signed by the Union Representative. The written grievance must be presented within seven (7) days of when the employee or Union knew or had reasonable knowledge of the event giving rise to the grievance. After the filing of a grievance with the Operations Manager or Company designee, the Operations Manager or designee shall contact a Union Representative or designee to arrange a time and place to attempt to resolve the grievance within seven (7) days.

(b) Step 2. If the grievance is not resolved in Step 1 within seven (7) days of when it was submitted to the Operations Manager, the Union, if it wishes to proceed further with the grievance, may request in writing, within seven (7) days of notice by the Company of its Step 1 decision, or other agreed upon method, a meeting between the General Manager, or his/her designated representative, and a Union Representative. Within seven (7) days of the request the parties shall schedule a meeting.

(c) If the grievance is not resolved in Step 2 within seven (7) days of when it was submitted to the General Manager, the Union, if it wishes to proceed further with the grievance, may request in writing, within seven (7) days of notice by the Company of its Step 2 decision, or other agreed upon method, a meeting between the Regional Vice President, or his/her designated representative, and a Union Representative. Within seven (7) days of the request the parties shall schedule a meeting.

Section 10.3 Time Limitations. The time limitations set forth in this Article¹⁰ are of the essence of this Agreement. No grievance shall be accepted or considered by the Company unless it is submitted or appealed within the time limits set forth in Section 10.2 of this Article. If the grievance is not timely submitted at Step 1 or Step 2, it shall be deemed waived. If the grievance is not timely appealed to Arbitration, it shall be deemed to have been settled in accordance with the Company's Step 2 answer. If the Company fails to answer within the time limits set forth in Section 10.2 of this Article, the grievance shall automatically proceed to the next step. The time limitations may be waived upon mutual written agreement of the parties.

Section 10.4 Precedent. A decision made with respect to any grievance during Step 1 or Step 2 of the grievance procedures set forth in Section 10.2 of this Article shall apply only to that grievance and shall not become a binding precedent with respect to any other grievance or to the interpretation or application of the Agreement, unless mutually agreed by the parties.

ARTICLE 11 --ARBITRATION

Section 11.1 Appeal Procedure. If a Grievance has not been settled in the steps outlined in Article 10 herein, the Union may request that the matter be submitted to an arbitrator. Such request shall occur within thirty (30) calendar days following the decision of the Company at Step 2 of the Grievance procedure. If a grievance meeting is not held with the Regional Vice President then the Union will send a five (5) day written notice to the Regional Vice President stating that the grievance is being submitted to arbitration.

Section 11.2 Selection of Arbitrator. If the Expedited Arbitration process in Section 11.2 is not used, an arbitrator shall be selected from a list of seven names obtained from the Federal Mediator and Conciliation Services (FMCS). The arbitrator shall be selected by the parties alternately striking a name from the list until only one name remains. The order of striking shall be determined by toss of a coin. Both parties may mutually agree to an arbitrator without using this process.

Section 11.3 Arbitrator's Jurisdiction. The jurisdiction and authority of the arbitrator and his opinion and award shall be confined exclusively to the interpretation and/or application of the interpretation or application of this Agreement. He shall have no authority to add to, detract from, alter, amend,

or modify any provision of this Agreement. The arbitrator shall not hear or decide more than one (1) grievance without the mutual consent of the Company and the Union. The written award of the arbitrator on the merits of any grievance adjudicated within his jurisdiction and authority shall be final and binding on the aggrieved employee, the Union and the Company.

Section 11.4 Fees and Expenses of Arbitration. The fees and expenses of the arbitrator and hearing room will be equally shared between the Company and the Union; otherwise each party shall bear its own arbitration expense.

ARTICLE 12 -- NO STRIKES OR LOCKOUTS

Section 12.1 It is recognized and understood that the Company and its workers are obligated to perform essential public service, and that this service must be continuously performed to the fullest extent. The grievance and arbitration re-dress procedure shall be the sole and exclusive means for settling any dispute between the workers of the Union and the Company during the term of this Agreement.

Section 12.2 No Strikes. The Union agrees during the term of this Agreement that it will not engage in, encourage or condone any strike, slow-down, boycott, interference or interruption of production or service. The Union shall take all affirmative action to prevent or stop any such strikes, slow-downs, walkouts, or other interference with work, and all employees are required to cross picket lines and report to work. Any employee that refuses to cross any such picket line and not report to work may be disciplined by the Company up to and including discharge.

Section 12.3 Lockouts During the term of this Agreement, or any extension thereof there will be no lockouts by the Company.

ARTICLE 13 -- SENIORITY

Section 13.1 Seniority Defined. Seniority shall mean the length of time an employee has been employed as an employee by this Company or predecessor on the Client project, measured in calendar days from the first day of revenue service. If application of the preceding sentence results in two (2) or more employees having the same seniority, the employee who has submitted their employment application earlier shall be deemed the more senior. In the event that application dates are identical, then the date and time of the pre-employment drug screen will be considered. Seniority shall not accrue to a probationary employee until completion of the probationary period set forth in Article 1 (RECOGNITION) of this Agreement, at which time the employee shall possess seniority commencing on most recent date of revenue service. Seniority shall be applicable only as expressly provided in this Agreement. The above process will take effect for all employees hired after this date.

Section 13.2 Layoff.

- (a) Determination of Layoffs. The Company will determine the timing of layoffs, and the number of employees to be laid off.

- (b) Layoffs. When a reduction in the work force becomes necessary, as determined by the Company, such layoffs shall be made in reverse order in seniority by classification. Part timers will be laid off prior to full time layoffs.
- (c) Benefits. Employees laid off will be entitled to all layoff time counted toward any progressive pay increase or fringe benefits, if they are recalled within the 12 month limitation of this section.

Section 13.3 Recall.

- (a) Order of Recall. The employee with the most Seniority will be the first one recalled from layoff. Full timers will be recalled prior to recalling part timers.
- (b) Notice of Recall. The Company will forward notice of recall by mail to the last known address of the employee as reflected on Company records. The employee must, within three (3) weekdays of delivery or attempted delivery of the notice of recall, notify the Company of his/her intent to return to work on the date specified for recall and, thereafter, return to work on such date unless mutually agreed delay in return to allow a 2-week notice to their then current employer.

Section 13.4 Separation of Seniority. An employee's Seniority shall be separated and his rights under this Agreement forfeited for the following reasons:

- (a) Resignation by the employee or separation by the Company, unless reinstated pursuant to the grievance procedure.
- (b) Failure to give notice of intent to return to work after recall within the time period specified in Section 13.3(b) of this Agreement, or failure to return to work on the date specified for recall, as set forth in the written notice of recall;
- (c) Failure to return to work upon expiration of an approved leave of absence;
- (d) Layoff for a period of twelve (12) months.
- (e) Misuse of leave to accept employment elsewhere or for purposes other than stated upon request for leave.
- (f) Failure to return to full-duty from an industrial injury after twelve (12) months from the date of injury. The employee shall be dropped from employment and seniority; provided, however, an extension may be granted if verifiable information can be given to the Company indicating the employee will be returning to full duty within thirty (30) days.
- (g) If a driver changes from full-time status to part-time status they will be placed on the part-time seniority list in order of their company hire date.

Section 13.5 Seniority List. The Company shall provide the Union a revised seniority list monthly to include the following: add newly hired employees, remove those employees that have resigned, retired, or have been separated.

Section 13.6 Return of Personnel to the Bargaining Unit. A person who, after transfer or promotion out of the bargaining unit, for a period of ninety (90) days or less, remains in the continuous employ of the Company, may be transferred, and notwithstanding any other provision of this Agreement, to any designated job classification in the bargaining unit previously held by the person. This option shall only be exercised once for each employee. Seniority shall be retained and continue to accrue during the time an employee is promoted to a supervisory position with the Company. The employee would be returned to their seniority spot, however will not be replaced to their previous shift bid. The employee may after that date participate in the shift bid procedures for selecting work. If the transfer of such a person to the bargaining unit requires the layoff of an employee, the employee with the least Seniority will be laid off. If a person is out of the bargaining unit for more than ninety (90) days they would be placed on the bottom of the seniority list using their re-entry date as their new seniority date.

Section 13.7 Notification. The Company will notify the Union within five (5) working days of all bargaining unit persons who accept non-bargaining unit duties with the Company. The Employee will have ninety (90) days to return to the bargaining unit without loss of seniority.

ARTICLE 14 -- SHIFT BIDDING

The Company will offer a general bid for both Para transit and fixed route shifts no less than once a year unless mutually agreed by the Company and the Union. Notification of each general bid will be made a minimum of one (1) month in advance of the bidding date of each general bid. Seniority will prevail for bidding assignments. Bidding will be for specific work shifts including days worked, approximate start times and days off. Para transit and Fix Route drivers will bid separately by seniority. Part timers will carry their seniority for job bid bidding only but their seniority will not carry for overtime.

If an employee is out of work due to a work related injury, they may use their seniority to bid for a job provided they are scheduled to return to work before the next bid is posted.

ARTICLE 15 -- DRUG AND ALCOHOL PROGRAM

Employees will comply with MV Transportation's No Tolerance Drug and Alcohol policy as outlined in the Employee Handbook and in the No Tolerance Substance Abuse Policy. Any changes to this policy will be presented to the Union a minimum of 30 days prior to implementation.

ARTICLE 16 -- HOURS OF WORK

Section 16.1 Purpose of Article. The sole purpose of this Article is to provide a basis for the computation of straight-time, overtime, and other premium wages, and nothing contained in this Agreement shall be construed as a guarantee or commitment by the Company to any employee of a minimum or maximum number of hours of work per day, per week, or per year. The Company's pay records, practices and procedures shall govern the payment of all wages.

Section 16.2 Workweek. The workweek shall consist of seven (7) days beginning at 12:01 a.m. on Saturday and ending at 11:59 p.m. the following Friday. The Company endeavor to schedule meal breaks in the middle of the shift and other breaks during slack periods of the shift.

Section 16.3 Extra Work. In the event the Company obtains extra work for either Paratransit or Fix Route Drivers, defined as temporary additional shift(s) assigned to the Company by the Client, where the Company has knowledge of such extra work at least thirty days in advance, the extra work will be posted for operators to bid on. The Company will award the extra work to the most senior operator who is not otherwise scheduled for a regular shift. If the Company learns of the extra work with less than thirty days notice, it may fill the work at its discretion.

Section 16.4 Report Time. A driver should call dispatch daily between 6 and 8 PM for the daily start time.

Section 16.5 Overtime Pay. The Company shall pay employees who work in excess of forty (40) hours in one week overtime pay at time and one-half of the regular rate of pay.

Section 16.6 Calling of Overtime. Overtime will be posted. Employees will sign up by seniority for overtime. Overtime will be rotated by seniority in an attempt to give all employees the opportunity for overtime. If there are no volunteers for overtime, the Company can force in reverse seniority in order to meet the needs of the business and fill the overtime.

Section 16.7 Timekeeping Procedures. Drivers will be paid from their scheduled time to report; they should have their vehicle pre-tripped and available for service within 12 minutes. A driver will be paid until the time their vehicle returns to the facility at the end of the operating day plus three (3) minutes post trip but less a hour lunch period. A driver will be considered available for service based on their assignment time, as scheduled or modified by staff in advance, as long as the driver has reported to work on-time. If staff fails to confirm a change in schedule and the driver shows up for work, this will be noted as their being available for duty. Leaving a voice message on an employee's answering machine is considered to be a confirmation of change. Drivers will not be paid for any other time unless their attendance is required by the Company and is authorized by a supervisor or manager. There will be no minimum guaranteed time under this Agreement, however if scheduled and not confirmed off in advance, the driver will work for two (2) hours and then be released for the day. Drivers will record their time leaving and returning to the facility on their manifest, which shall be their time record.

Section 16.7 Hold downs and Extra Daily Work. In the event a vacancy occurs, said open shift shall be assigned on a "hold down" until the next general bid. At that time, it shall be posted and open for bid.

ARTICLE 17 -- LEAVE OF ABSENCE

Section 17.1 Definition. A leave of absence is defined as an absence in excess of five consecutive workdays.

Section 17.2 Personal Leave. Unpaid Leaves of Absence up to ninety (90) days may be granted at the Company's sole discretion, upon receipt of written request from the employee stating the reason for the requested leave. A request for greater than ninety (90) days may be granted by the General Manager or Regional Vice President; such request shall not be unreasonably denied.

Section 17.3 Military Leave. The Company will comply with the provisions of the Veterans Re-Employment Rights Act.

Section 17.4 Civic Leave. A non-probationary employee who is required to report for jury duty or who is subpoenaed to testify at a hearing in which the employee is not a party may be granted leave for such service. If the employee reports for service and is excused there from, he shall immediately contact the Operations Manager and stand ready to report for work, if requested. A probationary employee will be excused for jury duty; however their seniority time will be adjusted for the amount of time they are off for jury duty.

For jury duty, a non-probationary full time employee shall be paid the difference between jury pay and the employee's regular basic pay for each day spent on jury duty. The employee must obtain written certification from the court clerk and turn in the same to the company. The Company agrees to take into consideration the amount of actual time spent in jury duty in making decisions about assignment for work. An employee will be eligible for jury pay not to exceed ten days in any calendar year. Jury pay shall not be counted as hours worked for the purposes of computing overtime.

Section 17.5 Requests for Leaves. Requests for Leave of Absence shall be made as far in advance as possible, in writing, stating all reasons for which leave is required. Seniority shall accumulate during Leave of Absence; however, unless otherwise stated in this Agreement time spent on Leave of Absence shall be without pay. However, employees must continue to pay their employee portion for any benefits during this time or those benefits will be terminated.

Section 17.6 Family Leave. The Company shall comply with State and Federal Family Leave Laws to include FMLA.

Section 17.7 Return from Leave. If a leave is granted, the employee must notify the Company, in writing, of his/her intention to return to work. This must be done five (5) days prior to the expiration of the leave of absence. Employees failing to notify the Company of their intention to return to work may be subject to disciplinary action, up to, and including, discharge. After a leave of greater than thirty (30) days the employee must go through requalification before report to work."

ARTICLE 18 -- GENERAL CONDITIONS

Section 18.1 -Payday. All pay checks will be distributed every other Friday at noon local time.

Section 18.2 Company Meetings. Safety meetings are held at least monthly. Attendance at one meeting per month is mandatory. The Company will strive to have multiple meetings each month to allow them to attend a meeting on a normal work day. The Company may also require Informational meetings from time to time. Operators will be compensated at their regular hourly wage for attending any safety or Company meeting.

Section 18.3 Citations. No driver shall be required to violate traffic or parking laws. Employees are required to pay for the cost of citations received. If a citation is issued for a mechanical reason beyond the control of the driver, the driver will not be responsible for paying the citation. They must submit the citation to a manager within twenty-four hours of receiving said citation. Failure to do so may result in the driver paying all late fees and possible citation.

Section 18.4 Physicals and Drug Screens. In the event the Company requires an employee to take a physical examination or drug screen, the Company, must pay the cost of the procedure. The Company retains the right to have an operator examined by a Company physician at the Company's expense to determine an operator's fitness for duty. An employee refusing to submit a medical examination will be subject to dismissal. Employees will not be compensated for time spent during physical exam(s).

Section 18.5 Extra Contract Agreements. The Company will not enter into any agreement or contract with the employees, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement. Any such agreement shall be null and void.

Section 18.6 Employee Contact Information. All employees must furnish the Company with a telephone number where the employee may be reached by telephone as well as their address. The employee is responsible for notifying the Company in the event of a change in telephone number or address change within 5 days of such move or change.

Section 18.7 Heaters and Air Conditioners. The company will provide bus exchanges in a timely manner when units are reported inoperable.

Section 18.8 Company ID No later than ninety (90) days after starting with the Company, each employee shall be issued a Company identification.

ARTICLE 19 -- WAGES

	Driver with no CDL	Driver with CDL
Entry	\$7.50	\$10.50
6 months	\$8.00	\$10.50
1 year	\$8.25	\$10.75
2 year	\$8.50	\$11.00
3 year	\$8.75	\$11.25
4 year	\$9.00	\$11.50
5 year	\$9.25	\$11.75
6 year	\$9.50	\$12.00
7 year	\$9.75	\$12.25
8 year	\$10.00	\$12.50
9 year	\$10.25	\$12.75
10 Year	\$10.50	\$13.00

After reaching the 10 year rate drivers will receive .25 cents an hour increase on each date of hire anniversary.

ARTICLE 20 -- PAID HOLIDAYS

Section 20.1 Holidays. All full-time employees shall be eligible for six (6) paid holidays per year: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Part-time employees shall be eligible to be paid for the same six (6) holidays only if they are scheduled to work on the given holiday.

Section 20.2 Pay. Holiday pay shall be calculated at the employee's straight time regular service rate and will be based on the employee's regularly scheduled shift. If the holiday falls on an employee's normally scheduled day off, then the holiday will be computed by using the average number of hours worked per day during the previous pay period, with a maximum of eight hours. Holiday pay shall not be counted as hours worked for the purposes of computing overtime.

Section 20.3 Eligibility. In order to be eligible for holiday pay, an employee must be in active pay status and must report for work on both the last regular working day immediately preceding the holiday and on the first regular working day following the holiday. Unless the employee so reports, he/she shall receive no pay for such holiday.

Section 20.4 Work on Holiday. For those employees who are scheduled to work on a recognized holiday, they must work as scheduled, except when granted the day off. A holiday sign up list shall be posted for employees to indicate their desire to work; selection for work shall first be made on

basis of seniority. In the event an insufficient number of employees sign up, then work on the holiday shall be assigned in reverse seniority order of those who are scheduled to work on the holiday. Employees who work on the day a holiday is observed shall receive their regular rate of pay that day, plus holiday pay at straight time if eligible.

Section 20.5 Work Schedule. The Company may elect to amend the work schedule during a week in which a holiday falls or during a week in which service is amended because of an unpaid holiday when service levels and demand are reduced.

ARTICLE 21 -- VACATIONS

Section 21.1 Eligibility. All Fulltime employees are eligible to earn vacation after completion of their probationary period. Vacation is earned for every pay period that you work a minimum of 70 hours to include paid hours worked, holiday paid and paid days off. There are 26 pay periods in a year.

Section 21.2 Vacation Pay. Employees accrue vacation at the following rates:

Hire to 6 Months	No accruals
6 Month Anniversary	1.54 hours per pay period they have a minimum of 70 hours
3 Year Anniversary	3.08 hours per pay period they have a minimum of 70 hours
10 Year Anniversary	4.62 hours per pay period they have a minimum of 70 hours

Vacation has an accrual cap of 120 hours. Employees will not accrue more vacation after accruing a total of 120 hours until vacation is used and the balance drops below 120 hours

Unused vacation can be cashed out at the employee's pay rate at the option of the employee at any time by providing notice to the Company at least ten days prior to the end of the pay period in which the cash out is to be paid. Only drivers may cash out unused vacation, this option is not available to any other employee. Cashed out vacation pay will show up on the next regularly scheduled paycheck. Vacation pay shall be accrued at the end of each pay period under this agreement. Vacation will not accrue in any pay period for which the employee did not meet the requirements.

Section 21.3 Probation. Unless a full time employee is laid off due to lack of work, no vacation shall be paid until one full year of continuous full time employment is completed. Prorated vacation pay will not be made to employees with less than one year of continuous full time employment. If an employee is laid off due to lack of work and has been a continuous full time employee for less than one year, then the employee shall be eligible for a pro-rata share of his/her vacation pay at the time of lay-off.

Section 21.4 Vacation Schedule. The Company shall prepare and post by December 1 of each year a vacation sign up schedule showing employees who will be eligible for vacation during the following calendar year. Employees will sign up for vacation prior to January 1 of the year in which vacation is to be taken for the purpose of scheduling vacation in one week time increments. During the year, an employee may schedule vacation days in one day increments provided a 7 day notice is given and less than 2 employees have already been approved for the day. The Company shall develop a

procedure allowing eligible employees to select their vacations, according to their seniority. Only 2 employees will be allowed to schedule time off for vacation days on the same day unless operationally approved by the Company.

Section 21.5 Vacation Pay. Vacation must be taken in full day increments.

ARTICLE 22 -- HEALTH/DENTAL

NO CHANGE TO THE EXISTING COMPANY HEALTH CARE AND DENTAL PROGRAMS. THE COMPANY CONTRIBUTION TO THE PLAN WILL REMAIN THE SAME.

ARTICLE 23 -- UNIFORM AND SAFETY EQUIPMENT

Section 24.1 Uniform Provided. The company will provide three (3) shirts at the time of hire.

ARTICLE 24 -- BEREAVEMENT LEAVE

Section 25.1 Bereavement Leave Full time Employees with more than one (1) year of employment shall receive five (5) days with pay for death of a parent, spouse or child if the death occurred outside the Continental United States. The employee must provide proof of death and proof of travel. A full-time employee with more than one (1) year employment shall, upon request, be granted up to three (3) days with pay, to attend the funeral of their spouse, parent, child, stepchildren, spouse's parents, sibling, grandchild, grandmother or grandfather, or domestic partner. The Company shall have the right to require proof of death of the relative and of attendance at the funeral.

Section 25.2 – Bereavement Calculation: Funeral pay as provided in this Article shall be paid at the employee's straight-time hourly rate of pay and shall be paid for the number of hours comprising the employee's current run standard and shall not be counted as hours worked for the purpose of computing overtime.

ARTICLE 25 -- UNPAID PERSONAL DAY

Full time employees with one year of service are entitled to one unpaid personal day. The employee must give 48 hour notice to the Company. The Company has the right to restrict the number of employees taking an unpaid personal day on any particular day. The use of this unpaid personal day will not be considered an absence under the attendance policy.

ARTICLE 26 -- NONDISCRIMINATION

Section 27.1 Equal Opportunity. The Company and the Union each agree that it will not unlawfully discriminate against any individual with respect to hiring, promotion, discharge, compensation and

other terms, conditions and privileges of employment nor will it limit, segregate or classify employees so as to unlawfully deprive any individual of employment opportunities because of such individual's race, color, religion, sex, sexual orientation, national origin, age or disability.

Section 27.2 Affirmative Action and Job Accommodation. Nothing in this Agreement is intended nor shall be construed to prohibit or discourage compliance by any party with Federal, State or local laws pertaining to discrimination, affirmative action, or job accommodation nor to prohibit the Company from complying with the lawful mandates or directions of its customers with respect to discrimination, affirmative action or job accommodation. The Company may take any action required or proper under such laws, mandates, or directions, with or without notice to the Union, and neither such action nor its effect may be deemed a violation of this Agreement.

Section 27.3 Concerted Activity. The Company and the Union each agree that it will not discriminate against any employee or applicant because of such individual's lawful activity for or support of the Union or because of the individual's other lawful concerted activity for the purpose of collective bargaining or because of the individual's decision to refrain from such activity.

Section 27.4 Gender Terms. Throughout this Agreement, the use of the gender Pronouns and terms shall be construed to include both male and female.

USWU Local 255

MV Transportation, Inc.

Name: <u>Charles Schieder</u>	Name: <u>RICHARD PIREZ</u>
Signature: <u>[Signature]</u>	Signature: <u>[Signature]</u>
Date: <u>4-14-2010</u>	Date: <u>4/26/2010</u>